

开放原子开源基金会法人实体贡献者许可协议

The OpenAtom Foundation Corporate Contributor License Agreement

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You hereby agree to the following:

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八、 贵方同意，在遇到任何将导致本协议项下承诺不准确的事实或情况时将及时通知基金会。

You agree to notify the Foundation of any facts or circumstances of which you become aware that would make these representations inaccurate in any respect in time.

九、 根据本协议，缔约方为独立的合同方。本协议和协议中包含的任何条款和条件均不得解释为在贵方与基金会之间设立合伙企业、合资企业或建立雇佣关系或委托人与代理人的关系。

The relationship of the parties under this Agreement is, and at all times shall continue to be, that of independent contractors. Neither the Agreement, nor any terms and conditions contained in the Agreement shall be deemed or construed as creating or constituting a partnership, joint venture, employment, or an agency between you and the Foundation.

十、 未经基金会和贵方书面同意，不得修改或放弃本协议的任何条款。对本协议项下的任何单项权利的放弃不构成对其他相同或不同权利的放弃，任何缔约方未能履行或延迟履行本协议项下的任何权力或权利均不构成对本协议的放弃。

Any term of this Agreement may be amended or waived only with the written consent of the Foundation and You. Waiver of any one default shall not waive subsequent defaults of the same or different kind, and no failure or delay of either party to exercise or enforce any of its rights under this Agreement shall act as a waiver of those rights.

十一、 本协议（含通过引用并入本协议的所有文件），构成缔约方之间就本协议议题的完整且排他性协议，废止并替代针对此议题任何或所有之前或同期的书面或口头讨论、谈判、备忘录和其它协议。

This Agreement, including all documents incorporated herein by reference, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and

agreements, written and oral, regarding such subject matter.

十二、本协议以中英文双语表述，中英文版本具有同等法律效力。如果中英文版本存在任何冲突不一致，以中文版为准。

This Agreement is written in both Chinese and English, and the Chinese version and English version shall have the same legal effect. In the case of divergence between the Chinese and English versions, the Chinese version shall prevail.

法人实体名称 Corporation name:

法人实体地址 Corporation address:

法定/授权代表人 Legal or authorized representative:

法定/授权代表人签字 Sign by legal or authorized representative:

盖章 Seal:

日期 Date:

附件A

Exhibit A

	姓名Name	邮箱Email	用户名Username
贡献职员Contributing Employee			
贡献职员Contributing Employee			
贡献职员Contributing Employee			
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